

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

EBONY GOULD *et al.*,

X

ANSWER

Plaintiffs,

-against-

Case No. 24-cv-1263 (RPK)(JRC)

THE CITY OF NEW YORK,

Defendant.

X

Defendant, the City of New York, by its attorneys, the Corporation Counsel of the City of New York, the Hon. Sylvia O. Hinds-Radix, as and for its Answer to the Complaint, filed February 20, 2024 (ECF No. 1) respectfully asserts as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “1” of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “2” of the Complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “3” of the Complaint.
4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “4” of the Complaint.
5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “5” of the Complaint.
6. Denies the allegations set forth in paragraph “6” of the Complaint, and refers the Court to Social Services Law § 424.6(a).

7. Denies the allegations set forth in paragraph “7” of the Complaint.
8. Denies the allegations set forth in paragraph “8” of the Complaint.
9. Denies the allegations set forth in paragraph “9” of the Complaint.
10. Denies the allegations set forth in paragraph “10” of the Complaint.
11. Denies the allegations set forth in paragraph “11” of the Complaint.
12. Denies the allegations set forth in paragraph “12” of the Complaint.
13. Denies the allegations set forth in paragraph “13” of the Complaint.
14. Denies the allegations set forth in paragraph “14” of the Complaint.
15. Denies the allegations set forth in paragraph “15” of the Complaint.
16. Denies the allegations set forth in paragraph “16” of the Complaint.
17. Denies the allegations set forth in paragraph “17” of the Complaint.
18. Denies the allegations set forth in paragraph “18” of the Complaint.
19. Denies the allegations set forth in paragraph “19” of the Complaint.
20. Denies the allegations set forth in paragraph “20” of the Complaint.
21. Denies the allegations set forth in paragraph “21” of the Complaint, except admits that Plaintiffs intend to proceed as set forth therein.
22. Denies the allegations set forth in paragraph “22” of the Complaint, except admits that Plaintiffs seek to invoke the Court’s jurisdiction in this judicial district as stated therein, and respectfully refers the Court to the statutes cited therein for a complete and accurate statement of their contents.
23. Denies the allegations set forth in paragraph “23” of the Complaint, except admits that Plaintiffs seek to invoke the Court’s jurisdiction in this judicial district as stated therein, and

respectfully refers the Court to the statutes cited therein for a complete and accurate statement of their contents.

24. Denies the allegations set forth in paragraph “24” of the Complaint, except admits that Plaintiffs purport to lay venue as stated therein, and respectfully refers the Court to the statutes cited therein for a complete and accurate statement of their contents.

25. Paragraph “25” of the Complaint consists of a jury demand to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “25” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

26. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “26” of the Complaint.

27. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “27” of the Complaint.

28. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “28” of the Complaint.

29. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “29” of the Complaint.

30. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “30” of the Complaint.

31. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “31” of the Complaint.

32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “32” of the Complaint.

33. Paragraph “33” of the Complaint does not contain factual assertions and thus no affirmative response is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “33” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

34. Denies the allegations set forth in paragraph “34” of the Complaint.

35. Denies the allegations set forth in paragraph “35” of the Complaint.

36. Denies the allegations set forth in paragraph “36” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

37. Denies the allegations set forth in paragraph “37” of the Complaint.

38. Denies the allegations set forth in paragraph “38” of the Complaint.

39. Denies the allegations set forth in paragraph “39” of the Complaint.

40. Denies the allegations set forth in paragraph “40” of the Complaint, and respectfully refers the Court to the public hearing cited therein for a full and accurate summary of its contents.

41. Denies the allegations set forth in paragraph “41” of the Complaint.

42. Admits the allegations set forth in paragraph “42” of the Complaint.

43. Denies the allegations set forth in paragraph “43” of the Complaint, and respectfully refers the Court to the authority cited therein for a complete and accurate statement of its contents.

44. Denies the allegations set forth in paragraph “44” of the Complaint, and respectfully refers the Court to the authority cited therein for a complete and accurate statement of its contents.

45. Denies the allegations set forth in paragraph “45” of the Complaint, and respectfully refers the Court to the podcast cited therein for a full and accurate summary of its contents.

46. Denies the allegations set forth in paragraph “46” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

47. Denies the allegations set forth in paragraph “47” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

48. Denies the allegations set forth in paragraph “48” of the Complaint, and respectfully refers the Court to the Report cited therein for a full and accurate statement of its contents.

49. Denies the allegations set forth in paragraph “49” of the Complaint, and respectfully refers the Court to the report cited therein for a full and accurate summary of their contents.

50. Denies the allegations set forth in paragraph “50” of the Complaint, and respectfully refers the Court to the report and article cited therein for a full and accurate summary of its contents.

51. Denies the allegations set forth in paragraph “51” of the Complaint, and respectfully refers the Court to the statute cited therein for a full and accurate summary of its contents.

52. Denies the allegations set forth in paragraph “52” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

53. Denies the allegations set forth in paragraph “53” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

54. Denies the allegations set forth in paragraph “54” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

55. Denies the allegations set forth in paragraph “55” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

56. Denies the allegations set forth in paragraph “56” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

57. Denies the allegations set forth in paragraph “57” of the Complaint.

58. Denies the allegations set forth in paragraph “58” of the Complaint.

59. Denies the allegations set forth in paragraph “59” of the Complaint.

60. Denies the allegations set forth in paragraph “60” of the Complaint.

61. Denies the allegations set forth in paragraph “61” of the Complaint and respectfully refers the Court to the report cited therein for a full and accurate summary of its contents.

62. Denies the allegations set forth in paragraph “62” of the Complaint, and respectfully refers the Court to the document cited therein for a full and accurate summary of its contents.

63. Denies the allegations set forth in paragraph “63” of the Complaint.

64. Denies the allegations set forth in paragraph “64” of the Complaint, and respectfully refers the Court to the video cited therein for a full and accurate summary of its contents.

65. Denies the allegations set forth in paragraph “65” of the Complaint.

66. Denies the allegations set forth in paragraph “66” of the Complaint.

67. Denies the allegations set forth in paragraph “67” of the Complaint.

68. Denies the allegations set forth in paragraph “68” of the Complaint.

69. Denies the allegations set forth in paragraph “69” of the Complaint.

70. Denies the allegations set forth in paragraph “70” of the Complaint, and respectfully refers the Court to the caselaw cited therein for a complete and accurate statement of their holdings.

71. Denies the allegations set forth in paragraph “71” of the Complaint.

72. Denies the allegations set forth in paragraph “72” of the Complaint.

73. Denies the allegations set forth in paragraph “73” of the Complaint.

74. Denies the allegations set forth in paragraph “74” of the Complaint.

75. Denies the allegations set forth in paragraph “75” of the Complaint.

76. Denies the allegations set forth in paragraph “76” of the Complaint.

77. Denies the allegations set forth in paragraph “77” of the Complaint, and respectfully refers the Court to the “Parent’s Guide Pamphlet” cited therein for a full and accurate summary of its contents.

78. Denies the allegations set forth in paragraph “78” of the Complaint.

79. Denies the allegations set forth in paragraph “79” of the Complaint.

80. Denies the allegations set forth in paragraph “80” of the Complaint, and respectfully refers the Court to the website cited therein for a true and accurate statement of its contents.

81. Denies the allegations set forth in paragraph “81” of the Complaint..

82. Denies the allegations set forth in paragraph “82” of the Complaint, and respectfully refers the Court to the report cited therein for a full and accurate statement of its contents.

83. Denies the allegations set forth in paragraph “83” of the Complaint.

84. Denies the allegations set forth in paragraph “84” of the Complaint.

85. Denies the allegations set forth in paragraph “85” of the Complaint.

86. Denies the allegations set forth in paragraph “86” of the Complaint.

87. Denies the allegations set forth in paragraph “87” of the Complaint.

88. Denies the allegations set forth in paragraph “88” of the Complaint

89. Denies the allegations set forth in paragraph “89” of the Complaint.

90. Denies the allegations set forth in paragraph “90” of the Complaint.

91. Denies the allegations set forth in paragraph “91” of the Complaint, and respectfully refers the Court to the proposed legislation cited therein for a full and accurate summary of its contents.

92. Denies the allegations set forth in paragraph “92” of the Complaint, and respectfully refers the Court to the meeting video cited therein for a full and accurate summary of its contents.

93. Denies the allegations set forth in paragraph “93” of the Complaint, and respectfully refers the Court to the transcript cited therein for a full and accurate summary of its contents.

94. Denies the allegations set forth in paragraph “94” of the Complaint, and respectfully refers the Court to the transcript cited therein for a full and accurate summary of its contents.

95. Denies the allegations set forth in paragraph “95” of the Complaint, and respectfully refers the Court to dockets of the lawsuits cited therein for a full and accurate summary of their allegations.

96. Denies the allegations set forth in paragraph “96” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

97. Denies the allegations set forth in paragraph “97” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

98. Denies the allegations set forth in paragraph “98” of the Complaint.

99. Denies the allegations set forth in paragraph “99” of the Complaint, and respectfully refers the Court to the statute cited therein for a full and accurate summary of its contents.

100. Denies the allegations set forth in paragraph “100” of the Complaint, and respectfully refers the Court to the statute cited therein for a full and accurate summary of its contents.

101. Denies the allegations set forth in paragraph “101” of the Complaint, and respectfully refers the Court to the decision cited therein for a full and accurate summary of its contents.

102. Denies the allegations set forth in paragraph “102” of the Complaint, and respectfully refers the Court to the statute cited therein for a full and accurate summary of its contents.

103. Denies the allegations set forth in paragraph “103” of the Complaint, and respectfully refers the Court to Family Court Act §1034 for a full and accurate summary of its contents.

104. Denies the allegations set forth in paragraph “104” of the Complaint, and respectfully refers the Court to the statute cited therein for a full and accurate summary of its contents.

105. Denies the allegations set forth in paragraph “105” of the Complaint.

106. Denies the allegations set forth in paragraph “106” of the Complaint, and respectfully refers the Court to the report cited therein for a full and accurate summary of its contents.

107. Denies the allegations set forth in paragraph “107” of the Complaint, and respectfully refers the Court to the reports cited therein for a full and accurate summary of their contents.

108. Denies the allegations set forth in paragraph “108” of the Complaint.

109. Denies the allegations set forth in paragraph “109” of the Complaint.

110. Denies the allegations set forth in paragraph “110” of the Complaint.

111. Denies the allegations set forth in paragraph “111” of the Complaint.

112. Denies the allegations set forth in paragraph “112” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

113. Denies the allegations set forth in paragraph “113” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

114. Denies the allegations set forth in paragraph “114” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

115. Denies the allegations set forth in paragraph “115” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

116. Denies the allegations set forth in paragraph “116” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

117. Denies the allegations set forth in paragraph “117” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

118. Denies the allegations set forth in paragraph “118” of the Complaint.

119. Denies the allegations set forth in paragraph “119” of the Complaint, and respectfully refers the Court to the “Casework Manual” cited therein for a full and accurate summary of its contents.

120. Denies the allegations set forth in paragraph “120” of the Complaint, and respectfully refers the Court to the training materials cited therein for a full and accurate summary of its contents.

121. Denies the allegations set forth in paragraph “121” of the Complaint, and respectfully refers the Court to the training materials cited therein for a full and accurate summary of its contents.

122. Denies the allegations set forth in paragraph “122” of the Complaint.

123. Denies the allegations set forth in paragraph “123” of the Complaint.

124. Denies the allegations set forth in paragraph “124” of the Complaint.

125. Denies the allegations set forth in paragraph “125” of the Complaint.

126. Denies the allegations set forth in paragraph “126” of the Complaint.

127. Denies the allegations set forth in paragraph “127” of the Complaint.

128. Denies the allegations set forth in paragraph “128” of the Complaint.

129. Denies the allegations set forth in paragraph “129” of the Complaint.

130. Denies the allegations set forth in paragraph “130” of the Complaint, except affirmatively states that on or about May 4, 2023 the ACS investigation of Plaintiff Gould was closed and allegations were unfounded.

131. Denies the allegations set forth in paragraph “131” of the Complaint.

132. Denies the allegations set forth in paragraph “132” of the Complaint.

133. Denies the allegations set forth in paragraph “133” of the Complaint.

134. Denies the allegations set forth in paragraph “134” of the Complaint.

135. Denies the allegations set forth in paragraph “135” of the Complaint.

136. Denies the allegations set forth in paragraph “136” of the Complaint.

137. Denies the allegations set forth in paragraph “137” of the Complaint.

138. Denies the allegations set forth in paragraph “138” of the Complaint.

139. Denies the allegations set forth in paragraph “139” of the Complaint.

140. Denies the allegations set forth in paragraph “140” of the Complaint, except affirmatively states that allegations of inadequate guardianship and lack of supervision against Plaintiff Curtaysia Taylor were unfounded.

141. Denies the allegations set forth in paragraph “141” of the Complaint.

142. Denies the allegations set forth in paragraph “142” of the Complaint.

143. Denies the allegations set forth in paragraph “143” of the Complaint.

144. Denies the allegations set forth in paragraph “144” of the Complaint.

145. Denies the allegations set forth in paragraph “145” of the Complaint.

146. Denies the allegations set forth in paragraph “146” of the Complaint.

147. Denies the allegations set forth in paragraph “147” of the Complaint.

148. Denies the allegations set forth in paragraph “148” of the Complaint.

149. Denies the allegations set forth in paragraph “149” of the Complaint, except affirmatively states that on or about June 3, 2021 ACS closed its investigation into Plaintiff Shavona Warmington and determined that the allegations were unsubstantiated.

150. Denies the allegations set forth in paragraph “150” of the Complaint.

151. Denies the allegations set forth in paragraph “151” of the Complaint.

152. Denies the allegations set forth in paragraph “152” of the Complaint.

153. Denies the allegations set forth in paragraph “153” of the Complaint.

154. Denies the allegations set forth in paragraph “154” of the Complaint.

155. Denies the allegations set forth in paragraph “155” of the Complaint.

156. Denies the allegations set forth in paragraph “156” of the Complaint.

157. Denies the allegations set forth in paragraph “157” of the Complaint, except affirmatively states that on or about July 19, 2021, the Family Assessment Response (also known as Collaborative Assessment, Response, Engagement & Support (CARES) in NYC) case concerning Plaintiffs Shalonda Curtis Hackett and Christopher Hackett was closed.

158. Denies the allegations set forth in paragraph “158” of the Complaint.

159. Denies the allegations set forth in paragraph “159” of the Complaint.

160. Denies the allegations set forth in paragraph “160” of the Complaint.

161. Denies the allegations set forth in paragraph “161” of the Complaint.

162. Denies the allegations set forth in paragraph “162” of the Complaint.

163. Denies the allegations set forth in paragraph “163” of the Complaint.

164. Denies the allegations set forth in paragraph “164” of the Complaint.

165. Denies the allegations set forth in paragraph “165” of the Complaint.

166. Denies the allegations set forth in paragraph “166” of the Complaint, except affirmatively states that on or about July 26, 2022 the ACS investigation of the Azar-Eng Plaintiffs was closed and allegations were determined to be unsubstantiated.

167. Denies the allegations set forth in paragraph “167” of the Complaint.

168. Denies the allegations set forth in paragraph “168” of the Complaint.

169. Denies the allegations set forth in paragraph “169” of the Complaint.

170. Denies the allegations set forth in paragraph “170” of the Complaint.

171. Denies the allegations set forth in paragraph “171” of the Complaint.

172. Denies the allegations set forth in paragraph “172” of the Complaint.

173. Denies the allegations set forth in paragraph “173” of the Complaint.

174. Denies the allegations set forth in paragraph “174” of the Complaint.

175. Denies the allegations set forth in paragraph “175” of the Complaint, except affirmatively states that on or about August 23 2022 the investigation into Plaintiff Jane Doe 1 was closed and the allegations were determined to be unsubstantiated.

176. Denies the allegations set forth in paragraph “176” of the Complaint.

177. Denies the allegations set forth in paragraph “177” of the Complaint.

178. Denies the allegations set forth in paragraph “178” of the Complaint.

179. Denies the allegations set forth in paragraph “179” of the Complaint.

180. Denies the allegations set forth in paragraph “180” of the Complaint.

181. Denies the allegations set forth in paragraph “181” of the Complaint.

182. Denies the allegations set forth in paragraph “182” of the Complaint.

183. Denies the allegations set forth in paragraph “183” of the Complaint.

184. Denies the allegations set forth in paragraph “184” of the Complaint.

185. Denies the allegations set forth in paragraph “185” of the Complaint.

186. Denies the allegations set forth in paragraph “186” of the Complaint.

187. Denies the allegations set forth in paragraph “187” of the Complaint.

188. Denies the allegations set forth in paragraph “188” of the Complaint, and affirmatively states that the investigation against Plaintiff Jane Doe 2 was closed on or about March 1, 2024 and the allegations against Jane Doe 2 were determined to be unsubstantiated.

189. Denies the allegations set forth in paragraph “189” of the Complaint.

190. Denies the allegations set forth in paragraph “190” of the Complaint.

191. Denies the allegations set forth in paragraph “191” of the Complaint.

192. Denies the allegations set forth in paragraph “192” of the Complaint.

193. Denies the allegations set forth in paragraph “193” of the Complaint.

194. Denies the allegations set forth in paragraph “194” of the Complaint.

195. Denies the allegations set forth in paragraph “195” of the Complaint.

196. Denies the allegations set forth in paragraph “196” of the Complaint.

197. Denies the allegations set forth in paragraph “197” of the Complaint, except admits that Plaintiffs intend to proceed as set forth therein.

198. Denies knowledge or information sufficient to form a belief regarding the allegations set forth in paragraph “198” of the Complaint.

199. Denies the allegations set forth in paragraph “199” of the Complaint.

200. Denies the allegations set forth in paragraph “200” of the Complaint.

201. Denies the allegations set forth in paragraph “201” of the Complaint

202. Denies the allegations set forth in paragraph “202” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

203. Denies the allegations set forth in paragraph “203” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

204. Denies the allegations set forth in paragraph “204” of the Complaint, and respectfully refers the Court to the article cited therein for a full and accurate summary of its contents.

205. Denies the allegations set forth in paragraph “205” of the Complaint, and respectfully refers the Court to the report cited therein for a full and accurate summary of its contents.

206. Denies the allegations set forth in paragraph “206” of the Complaint.

207. Denies the allegations set forth in paragraph “207” of the Complaint.

208. Denies the allegations set forth in paragraph “208” of the Complaint.

209. Denies the allegations set forth in paragraph “209” of the Complaint.

210. Denies the allegations set forth in paragraph “210” of the Complaint.

211. Denies the allegations set forth in paragraph “211” of the Complaint.

212. Denies the allegations set forth in paragraph “212” of the Complaint

213. Denies the allegations set forth in paragraph “213” of the Complaint.

214. Denies the allegations as set forth in paragraph “214” of the Complaint.

215. Denies the allegations set forth in paragraph “215” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

216. Denies the allegations as set forth in paragraph “216” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

217. Paragraph “217” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “217” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

218. Paragraph “218” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “218” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

219. Paragraph “219” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “219” of the Complaint.

220. Paragraph “220” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “220” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

221. Paragraph “221” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “221” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

222. Paragraph “222” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “222” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

223. Paragraph “223” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “223” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

224. As and for its answer to the allegations in paragraph “224” of the Complaint, Defendant repeats and reaffirms every and every response set forth above in response to Paragraphs “1” through “223,” as if set forth fully herein.

225. Paragraph “225” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “225” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

226. Paragraph “226” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “226” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

227. Paragraph “227” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “227” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

228. Paragraph “228” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “228” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein, and respectfully refers the Court to the provision of law cited therein for a complete and accurate statement of its contents.

229. Paragraph “229” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “229” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

230. As and for its answer to the allegations in paragraph “230” of the Complaint, Defendant repeats and reaffirms every and every response set forth above in response to Paragraphs “1” through “229,” as if set forth fully herein.

231. Paragraph “231” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “231” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

232. Paragraph “232” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “232” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

233. Paragraph “233” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “233” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

234. Paragraph “234” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “234” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

235. Paragraph “235” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “235” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

236. Paragraph “236” of the Complaint consists entirely of a legal conclusion to which no answer is required. To the extent that an answer is deemed to be required, Defendant denies the allegations as set forth in paragraph “236” of the Complaint, except admits that Plaintiffs purport to proceed as set forth therein.

AS FOR A FIRST DEFENSE

237. The Complaint fails to state a claim upon which relief can be granted.

AS FOR A SECOND DEFENSE

238. Defendant did not violate any rights, privileges or immunities under the Constitution or laws of the United States or the State of New York, or any political subdivision thereof.

AS FOR A THIRD DEFENSE

239. At all times relevant to the acts alleged in the complaint, Defendant acted reasonably, lawfully, properly, constitutionally, without malice, and in good faith.

AS FOR A FOURTH DEFENSE

240. The alleged constitutional violations were not caused by any municipal policy, practice, or custom.

AS FOR A FIFTH DEFENSE

241. Plaintiffs fail to state a claim for Municipal Liability under the requirements of *Monell v. Dep’t of Soc. Serv.*, 436 U.S. 658 (1978).

AS FOR A SIXTH DEFENSE

242. Plaintiffs have failed to set forth an adequate basis for class action status and/or certification for their claims.

AS FOR A SEVENTH DEFENSE

243. Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations.

AS FOR AN EIGHTH DEFENSE:

244. The court lacks subject matter jurisdiction with respect to some or all of Plaintiffs' claims.

AS FOR A NINTH DEFENSE:

245. Plaintiff's claims are barred, in whole or in part, by the doctrines of res judicata or collateral estoppel.

Dated: May 15, 2024
New York, New York

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
Attorney for the Defendant
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By: /s/
Thomas Lindeman
Cindy Singh
Mark Toews
Assistant Corporation Counsel